

**ENTERED**

March 28, 2018

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

GULF MARINE FABRICATORS, LP,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 2:16-CV-430
	§	
THE ATP INNOVATOR, <i>et al</i> ,	§	
	§	
Defendants.	§	

**ORDER ON TRIAL PROCEDURE  
AND RECONSIDERATION OF CONTRACT DAMAGES**

Before the Court is the parties' Joint Advisory Status Report (D.E. 96), filed in response to the Court's Case Status Order (D.E. 92). After due consideration, the Court ORDERS that the bench trial set for May 14, 2018 will address only the issue of whether the ATP Innovator is a vessel. All other issues not previously disposed of in summary judgment proceedings will be reserved for later disposition.

Also before the Court is Plaintiff's Motion for Entry of Rule 54(b) Judgment (D.E. 93), along with Plaintiff's Brief Supplement on Prejudgment Interest (D.E. 97), Defendants' response (D.E. 101) and Plaintiff's reply (D.E. 102). After due consideration, the Court takes the motion under advisement and requests additional briefing regarding whether the Court should sua sponte reconsider the contract damages previously ordered. *See* D.E. 87. According to the record, the ATP Innovator was arrested on or about October 14, 2016 and all expenses for her preservation and maintenance thereafter were ORDERED to be deemed *custodia legis* expenses, with Plaintiff to be paid for same "prior to the release of the Vessel or distribution of proceeds

of its sale.” D.E. 7. The parties are ORDERED to provide supplemental briefs addressing the following issues:

1. Did the Order arresting the ATP Innovator, which provides for her maintenance and preservation expenses to be treated as *custodia legis* expenses, terminate Gulf Marine Fabricators, LP’s (Gulf Marine’s) right to recover its charges for preserving and maintaining the ATP Innovator **as contract damages** against Defendants Amerindo Services, Ltd (Amerindo) and Blue Sky Langsa, Ltd (Blue Sky), in personam?
2. Are Amerindo and Blue Sky liable, in personam, for *custodia legis* expenses for the preservation and maintenance of the ATP Innovator after its arrest?
3. Does the contract between Gulf Marine, Amerindo, and Blue Sky supply the measure of amounts recoverable, both as contract damages and as *custodia legis* expenses?
4. What are the segregated amounts of contract damages prior to the arrest of the ATP Innovator and *custodia legis* expenses after the arrest?

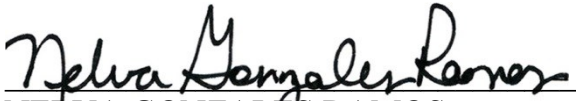
The Court ORDERS the following briefing schedule:

- Gulf Marine may file its opening brief not to exceed ten (10) pages on or before April 9, 2018;
- Amerindo and Blue Sky may file their responsive brief not to exceed ten (10) pages on or before April 18, 2018; and

- Gulf Marine may file a reply brief not to exceed five (5) pages on or before April 24, 2018.

No further briefing of these issues will be permitted without leave of court.

ORDERED this 28th day of March, 2018.

  
NELVA GONZALES RAMOS  
UNITED STATES DISTRICT JUDGE